

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705937

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YORK WALLCOVERINGS, INC.		12/30/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN		
Internal Address:	FL L2, IL1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	6436106	24 KARAT	
Registration Number:	5188394	750 HOME	
Registration Number:	3894804	ANTONINA VELLA	
Registration Number:	2163986	ASHFORD HOUSE	
Registration Number:	3044943	CAREY LIND	
Registration Number:	6048774	CARLISLE & CO.	
Registration Number:	5623419	CULTURE CLUB	
Registration Number:	5904966	DESIGNED TO INSPIRE	
Registration Number:	1799483	GINGER TREE	
Registration Number:	6442282	GRANDMILLENNIAL	
Registration Number:	6297295	HANDPAINTED TRADITIONALS	
Registration Number:	4444839	INSPIRED BY COLOR	
Registration Number:	6442816	INSTANT EXTREME ROOM MAKE-OVER	
Registration Number:	5318860	LINDEN AVE	
Registration Number:	5318859	LINDENAVE	
Registration Number:	6291351	LINE ART	
Registration Number:	5881555		
Registration Number:	1584832	MONOGRAM	

OP \$1140.00 6436106

Property Type	Number	Word Mark
Registration Number:	5783755	NORRLAND
Registration Number:	6405124	NOT ALL PEEL & STICK WALLPAPERS ARE CREA
Registration Number:	5776895	NOWBOX
Registration Number:	4527250	PEEL AND STICK WALL GRAPHIX
Registration Number:	6521880	PEEL, STICK...DONE!
Registration Number:	2703094	RISKY BUSINESS
Registration Number:	5606083	RM
Registration Number:	5606082	RM
Registration Number:	3023244	RONALD REDDING
Registration Number:	1882326	ROOMMATES
Registration Number:	4757643	ROOMMATES
Registration Number:	6413048	SIGNATURE TEXTURES
Registration Number:	6213314	SILHOUETTES
Registration Number:	6223841	SIMPLY CANDICE
Registration Number:	6374102	SIMPLY FARMHOUSE
Registration Number:	5376013	STICKSHADES
Registration Number:	4770303	STICKTILES
Registration Number:	5330767	STYLEMAKERS SINCE 1895
Registration Number:	2789602	SURESTRIP
Registration Number:	6038750	TEA GARDEN
Registration Number:	2886928	THE CARLISLE COMPANY
Registration Number:	2789608	WHITE HERON
Registration Number:	1838707	YORK
Registration Number:	5100232	YORK WALLCOVERINGS
Registration Number:	4895498	ROOMMATES
Serial Number:	90450109	DESIGNER GALLERY
Serial Number:	90230118	QUIETWALL

CORRESPONDENCE DATA

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1075.320

NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	02/01/2022
Total Attachments: 11 source=Trademark_Security_Agreement_(York)#page1.tif source=Trademark_Security_Agreement_(York)#page2.tif source=Trademark_Security_Agreement_(York)#page3.tif source=Trademark_Security_Agreement_(York)#page4.tif source=Trademark_Security_Agreement_(York)#page5.tif source=Trademark_Security_Agreement_(York)#page6.tif source=Trademark_Security_Agreement_(York)#page7.tif source=Trademark_Security_Agreement_(York)#page8.tif source=Trademark_Security_Agreement_(York)#page9.tif source=Trademark_Security_Agreement_(York)#page10.tif source=Trademark_Security_Agreement_(York)#page11.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Trademark Security Agreement"), dated as of December 30, 2021, is by YORK WALLCOVERINGS, INC., a Pennsylvania corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 30, 2021, by and among Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and the Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Amended and Restated Pledge and Security Agreement dated as of December 30, 2021 (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Liens) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral. Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets; *provided*, that if and when any property shall

cease to be an Excluded Asset, such property shall be deemed at all times from and after such date to constitute Trademark Collateral until the date, if ever, that such property again becomes an Excluded Asset.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

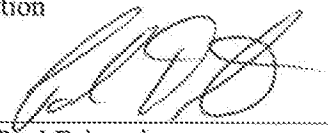
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

YORK WALLCOVERINGS, INC., a Pennsylvania corporation

By: 
Name: Paul Feinstein
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Amy U. Lessner
Title: Authorized Officer